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October 20, 2008

VIA E.C.F. AND FAX

Fax: (718) 613-2185

Honorable Kiyo A. Matsumoto
United States District Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Nathalia Pascal v. City of New York, et al.
07 CV 2250 (KAM)(RER)

Your Honor:

I am an Assistant Corporation Counsel in the office of Michael A. Cardozo, Corporation Counsel of the City of New York, attorney for defendants in the above referenced matter. Pursuant to the parties' agreement to resolve this matter, defendants respectfully submit the enclosed Stipulation and Order of Settlement and Dismissal, executed by counsel for the parties, for the Court's endorsement.

I thank the Court for its time and consideration in this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amy N. Okereke", is written over a horizontal line.

Amy N. Okereke
Assistant Corporation Counsel
Special Federal Litigation Division

enc.

cc: Hon. Ramon E. Reyes, United States Magistrate Judge (via E.C.F.)

Wale Mosaku, Esq., attorney for plaintiff (via E.C.F. and first class mail)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
NATHALIA PASCAL,

Plaintiff, **STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

-against-

THE CITY OF NEW YORK, POLICE OFFICER TREVOR AUSTIN (Shield # 9661), POLICE OFFICER CHIWAI BAO (Shield # 10981) and SERGEANT BERTHA PIAZZA (Shield #3402),

07 CV 2250 (KAM)(RER)

Defendants.
----- X

WHEREAS, plaintiff commenced this action by filing a complaint on or about June 4, 2007 alleging that certain of her federal and state rights were violated; and

WHEREAS, plaintiff filed an amended complaint on November 21, 2007; and

WHEREAS, plaintiff filed a second amended complaint on February 13, 2008;
and;

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized her counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff NATHALIA PASCAL the sum of **Six Thousand Dollars (\$6,000)** in full satisfaction of all claims, including claims for costs, expenses, and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against the named defendants, the City of New York, Trevor Austin, Chi Wai Bao, and Bertha Piazza, with prejudice, and to release any present or former employees or agents of the City of New York, or any agency thereof, including, but not limited to, the New York City Police Department, from any and all liability, claims, or rights of action under state or federal law that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint, amended complaint, and second amended complaint in this action, including claims for costs, expenses, and attorney's fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effectuate this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above, and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants, their agents, and employees, that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the City

of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

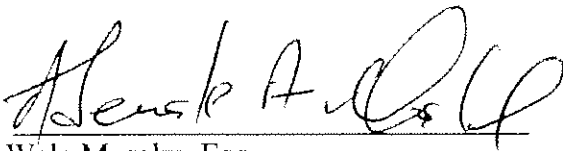
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York

October 6, 2008

Wale Mosaku, Esq.
Attorney for Plaintiff
25 Bond Street, 3rd Floor
Brooklyn, New York 11201
(718) 243-0994

By:



Wale Mosaku, Esq.

MICHAEL A. CARDOZO
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City of New York
Attorney for Defendants
100 Church Street, Room 3-142
New York, New York 10007
(212) 788-9790

By:



Amy N. Okereke
Assistant Corporation Counsel

SO ORDERED:

Honorable Kiyo A. Matsumoto
United States District Judge